

**Appendix 6 to
Sixth Amendment of
Master Services Agreement**

DIR-ESS-MSI-407
April 20, 2020

State of Texas
Department of Information Resources



Exhibit 3.3

Critical Deliverables

Multi-Sourcing Services Integrator
DIR-ESS-MSI-407

April 20, 2020

Change Log			
CCR/CN	Amendment	Date	Description
CCR-000305	N/A	7/17/2018	<ul style="list-style-type: none"> Revised Section 1.6, SLM Tools to state 20 days prior, not 30 days prior to Commencement, related to Exhibit 3.7 changes.
CCR-000339	N/A	2/26/2019	<ul style="list-style-type: none"> Revised Section 1.12, APM Release to remove language related to five DCS Customers.
CCR-000376	N/A	1/30/2020	<ul style="list-style-type: none"> Added language in Section 2.7, Customer Satisfaction Surveys and Section 2.11, DCS Consolidation Report, "...or as such other time as mutually agreed to." Updated the header to current contract number.
CCR-000XXX	Amendment 6	4/20/2020	<ul style="list-style-type: none"> Revised Section 2.1 Annual Technology Plan and Roadmap to reflect updated MSI role requirements in support of Technology Solution Services SCP Removed Section 2.4 Security Assessment Remediation Removed Section 2.5 Annual Vulnerability Report

CRITICAL DELIVERABLES INTRODUCTION

This Exhibit contains the requirements for the Successful Respondent regarding One-Time and Recurring Critical Deliverables. If the Successful Respondent fails to deliver any One-Time or Recurring Critical Deliverable by the date described in **Exhibit 3.1 Service Level Matrix** or in accordance with the Acceptance Criteria described in **Exhibit 3.7 Deliverables and Checkpoints**, the Department of Information Resources (DIR) may detect Noncompliance pursuant to **Section 4.5** of the Agreement and apply Deliverable Credits at the frequency and amount set forth in **Exhibit 3.1 Service Level Matrix** until such One-Time or Recurring Critical Deliverable is submitted and approved by DIR. DIR in its sole discretion may elect to waive any Deliverable Credits.

Unless otherwise specified below, the Successful Respondent shall provide each One-Time or Recurring Critical Deliverable set forth in **Exhibit 3.1 Service Level Matrix** as indicated in this Exhibit pursuant to **Section 4.5** of the Agreement. For the avoidance of doubt, (i) if the Effective Date is March 01, 2018, and (ii) if the number of months for delivery of a One-Time Critical Deliverable is three (3) months after the Effective Date, the Successful Respondent must provide the Critical Deliverable to DIR no later than June 01, 2018 unless otherwise mutually agreed to by the Parties.

1 ONE-TIME CRITICAL DELIVERABLES

1.1 Transition Readiness Plan

The Successful Respondent shall complete a Transition Readiness Plan that must be submitted to DIR at least sixty (60) days prior to the Commencement Date. The purpose and scope is to outline the plans and milestones for completing the transition of Services from the Incumbent MSI to the Successful Respondent. Items to be addressed include, but are not limited to:

1. Software license transfers status;
2. Lease transfers status;
3. Staff employment status;
4. Billing process including detail for invoices;
5. Status of operating agreements between the Successful Respondent and Service Component Providers (SCPs);
6. Knowledge transfer programs;
7. Status of operations documentation; and
8. Web portal status including service desk functions.

1.2 Transition Plan

The Successful Respondent's shall deliver the Transition Plan in two (2) phases. The contents of the Transition Plan are described in both the **Multi-sourcing Services Integrator Request for Offer** and **Exhibit 2.1 Statement of Work**. Division of transition activities to be included in each of the phases will be mutually agreed to prior to submission of the deliverables. Any subsequent changes to the content or structure of either of the two (2) phases of the Transition Plan will be made upon mutual agreement between both DIR and the Successful Respondent.

1. **Sixty (60) days after Effective Date**, the Successful Respondent shall provide DIR with an updated Transition Plan which will address all transition activities for DIR, DIR Customers, and SCPs in preparation for and including Commencement of Service.
2. **No later than thirty (30) days after Commencement Date**, the Successful Respondent shall provide DIR with Phase 2 of the Plan, that will address all remaining transition activities for DIR, DIR Customers, and SCPs that will result in the completion of Transition no later than six (6) months from Commencement Date.

1.3 Service Management Manual (SMM)

The Successful Respondent will develop documentation in accordance with the requirements in **Exhibit 1.3** (Service Management Manual). Documentation will be developed in collaboration with Service Component Providers. The Successful Respondent is responsible for developing and editing the content for DIR's review and approval.

The Successful Respondent shall deliver the Service Management Manual in phases as described in **Exhibit 1.3 Service Management Manual** and **Exhibit 3.1 Service Level Matrix**.

1.4 New Customer Outreach and Implementation Plan

The Successful Respondent shall provide a detailed New Customer Outreach and Implementation Plan that documents how new DIR Customers will be supported from the initial marketing phase through integration into the existing Services. The Plan should describe how the Successful Respondent will support outreach and business development activities, including communications, financial planning and cost estimates, and SCP solution design support. Such plan should include a strategy for sharing infrastructure and transition costs with all DIR Customers equally. The Plan should leverage and describe the role of the Successful Respondent Service Portfolio team and include a strategy for automating the onboarding of the New DIR Customer to accelerate the speed to value.

1.5 New Services: Development Process and Plan

The Successful Respondent shall provide a detailed New Services: Development Process and Plan that documents how New Services provided by the Successful Respondent and SCP(s) will be identified, evaluated, priced, and integrated into the existing Services. Such Plan should leverage and describe the role of the Successful Respondent's Service Portfolio team and include a strategy for automating the onboarding of the New Service to accelerate the speed to value. The Plan must also address the Successful Respondent's support of the Texas.gov business case development process.

1.6 Service Level Measurement Tools

The Successful Respondent shall complete a list of those Service Level Measurement and monitoring tools that will be used to measure and report SCP and Successful Respondent's performance of the Services at a level of detail sufficient, as determined by DIR, to verify compliance with those Service Levels described in **Exhibit 3.2 Service Level Definitions** and

requirements in **Exhibit 2.1 Multi-sourcing Services Integrator Statement of Work** as of the Commencement Date. The list shall include documentation demonstrating how each measurement was tested and validated. The Successful Respondent shall develop, complete, and provide the list to DIR at least twenty (20) days prior to the Commencement Date, along with documentation of the tools and processes associated with the Service Level measurement functions.

1.7 CMDB and Data Quality Management Automation

The Successful Respondent shall operationalize the tools and processes necessary to meet the CMDB and Data Quality Management requirements in **Exhibit 2.1 Multi-sourcing Services Integrator Statement of Work**. This deliverable shall include the results of the automated CMDB population and reconciliation, demonstrating accurate data has been populated to enable accurate operational services, reporting and financial invoices.

1.8 Public and Private Portal Design

The Successful Respondent shall design and develop a private Portal for DIR Customers, SCPs, DIR, and Successful Respondent's use, as defined in **Exhibit 2.1 Multi-sourcing Services Integrator Statement of Work**. The Successful Respondent shall also design and develop a public Portal for potential Customers of DIR's Shared Services to learn about Service offerings and to request Services or Service cost estimates.

1.9 Portal Content Management Plan

The Successful Respondent shall develop and maintain a detailed plan that specifies the Portal objectives and content update timing, editorial policies, style guides, and publishing requirements.

1.10 First Year MSI Technology Innovation and Automation Implementation

The Successful Respondent shall work with DIR to implement the MSI Technology Innovation and Automation improvements as agreed in the First year MSI Technology Innovation and Automations deliverable. This deliverable will document the innovation improvements that were delivered to DIR during the 12 months post Commencement. This will include an inventory of the agreed innovation deliverables that were established in the First year MSI Technology Innovation and Automations deliverable and implemented in the environment.

1.11 Forecasting Automation

The Successful Respondent shall operationalize the tools and processes necessary to meet the forecasting reporting requirements in **Exhibit 2.1 Multi-sourcing Services Integrator Statement of Work**. This deliverable shall include ITFM forecasting reports, automated feeds from the ServiceNow CET to ITFM, forecast uploads into ITFM, and forecast process updates.

1.12 APM Release 1.0

The Successful Respondent shall work with DIR to assist in the completion of an Application Portfolio. A completed Portfolio is considered to be the completion of an online demonstration of the Application Portfolio Management (APM) system showing the following: (i) selected applications under management within that Agency, (ii) the connection between the application, its software components and Infrastructure, (iii) the application's current Projects, (iv) the applications completed Roadmap, (v) a high level view of the cost to operate the application as provided by the Agency, (vi) application scoring including operational scoring and assessment scoring for capability, fit and risk as provided by the Agency, and (vii) linkage of application to at least one business capability as provided by the Agency.

2 RECURRING CRITICAL DELIVERABLES

2.1 Annual Technology Plan and Roadmap

The Successful Respondent shall support the TSS SCP in the creation of a Technology Plan and Roadmap for each DIR Shared Service on **July 15th** of each calendar year or as such time as mutually agreed to by DIR and the Successful Respondent. The Technology Plan shall include unique DIR Customer plans as appendices. The Technology Plan will be the basis for generation of technology roadmaps which will include schedules, dependencies, and requirements for introduction of new technology changes as well as acquisition, support, and retirement of software and hardware. The Technology Plan will specify the solutions, plans, cost estimates, and schedules for achieving Technology Evolution goals for DIR Shared Services and Services.

The Successful Respondent shall support the TSS SCP in their efforts to manage ongoing updates to the Technology Plan as the Technology Roadmap to include proposed updates to reference technical architecture and software currency designations. The Roadmap will identify specific, short-term steps and schedules for projects or changes with estimated timing for DIR and DIR Customers.

The Successful Respondent shall support the TSS SCP in their efforts to develop and implement a Technology Plan that is consistent with DIR's strategic planning and shows how the Successful Respondent and SCPs will provide the Services to enable DIR and DIR Customers to achieve technology evolution, efficiencies, productivity improvements, cost savings, modernization, and enhanced security, etc.

The Successful Respondent shall develop a MSI Innovation Improvements Plan that is to be implemented during the 12 months after Deliverable acceptance and in accordance with **2.1-A Annual Implementation of MSI Technology Improvements**.

2.1-A Annual Implementation of MSI Technology Improvements

For the agreed solution deliverable outcomes resulting from the approved MSI Innovation Improvements Plan, the Successful Respondent shall complete and implement all solution outcomes set forth in MSI Innovation Improvements Plan in accordance with the schedule and agreed upon acceptance criteria.

2.2 Annual Technology Refresh Plan

The Successful Respondent, with support of the SCPs, shall deliver annually on **January 15th** or at such time as mutually agreed to by DIR and Successful Respondent, a Technology Refresh Plan that addresses Refresh for all Equipment and Software for which a Refresh cycle is provided in **Exhibit 4.2 Financial Responsibility Matrix** for the Successful Respondent and the Financial Responsibility Matrix for each SCP.

As a part of the Refresh plan, the Successful Respondent shall provide a recommendation to upgrade Software to N/N-1 levels and to Refresh Equipment in accordance with the Technology Plan and Technology Roadmap. Proposed Software version levels shall comply with the N and N-1 targets.

Following the initial Refresh plan, the Successful Respondent shall include, in subsequent Refresh Plans, a report describing the Refresh status of all Equipment and Software included in the Refresh plan.

The Successful Respondent, with the support of the SCPs, will deliver quarterly updated Refresh Plans and refresh completion reports as interim deliverables demonstrating SCP progress toward attaining refresh goals identified in the plan.

2.3 Annual Security Plan

Annually on **October 1** or other date as mutually agreed to by DIR and the Successful Respondent, the Successful Respondent, with the support of the SCPs, shall deliver a Security Plan in accordance with **Exhibit 2.1 Multi-sourcing Services Integrator Statement of Work** including the requirement to recommend improvements or enhancements for the security of state information and systems to stay current with the threat landscape.

2.4 Service Management Manual Currency – Quarterly Report

The Successful Respondent will provide an annual schedule for reviewing and updating the SMM. The Successful Respondent shall provide a quarterly report of the review findings which demonstrates the currency and accuracy of the SMM sections reviewed in that quarter. At the beginning of each calendar year, Successful Respondent will provide a schedule for the year that outlines the sections of the Service Management Manual that will be reviewed in each quarter. The schedule may be modified throughout the year per mutual agreement with DIR.

2.5 Customer Satisfaction Surveys – Results Report

The Successful Respondent shall conduct Customer satisfaction surveys in accordance with **Exhibit 3.5 Customer Satisfaction** to determine the satisfaction of DIR and the DIR Customers concerning all DIR Shared Services, including all SCPs and the Successful Respondent. The Successful Respondent shall conduct these surveys in January of each year and provide a results report to DIR by **March 1st**, or as such other time as mutually agreed to.

2.6 Customer Satisfaction Improvement Plan

Three (3) months after the results of the Customer Satisfaction Surveys defined in **Exhibit 3.5 Customer Satisfaction** are available, the Successful Respondent shall provide an improvement

plan to measure the applicable improvement of the Services identified in the Customer Satisfaction Surveys as requiring improvement. The Successful Respondent shall work with the SCPs to create improvements for each Shared Service requiring improvement. The Customer Satisfaction Improvement Plan shall be approved by DIR and reported against by the Successful Respondent monthly or such other time as required by DIR.

2.7 Customer Outreach Plan

The Successful Respondent shall provide a detailed Customer Outreach Plan that documents how the Successful Respondent will outreach to potential DIR Customers with information about DIR's Shared Services offerings. The Plan shall identify potential DIR Customers by Shared Service and a strategy for communicating service options. The Plan shall also include a strategy for communicating new Shared Services to existing DIR Customers. The Plan shall include the proposed materials the Successful Respondent will use to communicate the various Shared Services.

2.8 Disaster Recovery Test Plan and Schedule

Within three (3) months after the Commencement Date, the Successful Respondent shall develop and provide a consolidated Disaster Recovery Test Plan and Schedule in accordance with the approach outlined in **Exhibit 2.3 IT Service Management Continuity** and approved by DIR and DIR Customers. The Disaster Recovery Test Plan and Schedule shall be updated annually on **June 1** thereafter.

2.9 DCS Consolidation Report Update

The Successful Respondent shall update the DCS Consolidation Measurement Report on an annual basis in **February** each calendar year, or as such other time as mutually agreed to. This legislatively mandated annual report requires the Successful Respondent to leverage the existing approved methodology to address how DIR and the state are accomplishing measures of financial performance for both data center operations and consolidation efforts. The update requires financial modeling of the previous fiscal year activity and updating the report for DIR publication.

2.10 DIR Shared Services Annual Review

The Successful Respondent, with the support of the SCPs, shall complete an Annual Review for each DIR Shared Service in **October** of each calendar year. The Annual Review shall review the actual service volumes against the forecasted monthly volumes for the previous year, and forecast the service volumes for the next year. In addition, the Parties shall examine: (i) whether the Charges are consistent with DIR's forecasts and industry norms; (ii) the quality of the performance and delivery of the Services; (iii) whether the Successful Respondent or SCPs have delivered cost saving or efficiency enhancing proposals; (iv) the level and currency of the technologies and processes employed; (v) the operations and technology strategy and direction; (vi) whether the Successful Respondent and SCP Service Levels are achieving the desired outcome (including continuous improvement updates, more efficient measurement methodologies, modification, additions and deletions of services levels to align with strategy,

and the Metric Inclusions and Data Sources for the Data Quality SLA), and (vii) such other things as DIR may reasonably require.

3 DELIVERABLE ACCEPTANCE CRITERIA

Deliverable expectations and Acceptance Criteria for milestones and Deliverables are defined in **Exhibit 3.7 Deliverables and Checkpoints**. Acceptance Criteria for new milestones and Deliverables developed after contract execution shall be defined in **Exhibit 3.7 Deliverables and Checkpoints**.

At DIR's discretion, a Deliverable Expectation Document (DED) may be used for Deliverables to document mutually agreed upon Deliverable descriptions, applicable standards, and more clearly define Acceptance Criteria previously documented in **Exhibit 3.7 Deliverables and Checkpoints**. The Successful Respondent and DIR will develop and mutually agree on DEDs. Deliverable acceptance will be contingent on material compliance with the DED and any rejection of a Deliverable must be accompanied by a description of the material non-compliance with the DED. Any changes to the DED will be approved through mutual agreement between DIR and the Successful Respondent. DIR, in its sole discretion, may choose to forgo the creation of the DED.

The DEDs shall not contradict nor alter the Contract Acceptance Criteria requirements set forth in the Agreement or in **Exhibit 3.7 Deliverables and Checkpoints**. In the absence of a DED, the Acceptance Criteria for a milestone/Deliverable would be material compliance with the requirements as set forth in the Agreement or in **Exhibit 3.7 Deliverables and Checkpoints**.

The following requirements may be documented in the DEDs:

1. Format of the Deliverables;
2. Deliverable Description;
3. Submission Process and Requirements;
4. Delivery Schedule including Incremental Delivery Dates, if applicable;
5. Review and Comment Requirements (who, when, how);
6. and Acceptance Criteria.

It is critical to the success of the Successful Respondent that the deliverable acceptance process is thorough and that any deficiencies are addressed as early as possible to minimize impacts to the Services. Designated DIR working teams will be reviewing the One-Time and Recurring Deliverables throughout the phases of development.

The status of each Deliverable and any associated issues will be managed through a Deliverables review meeting between DIR and the Successful Respondent. The objective of the meeting is to review the status of all Deliverables, communicate Deliverable owners and Deliverable recipients for upcoming Deliverables, review rejected deliverables and remediation plans for those Deliverables.

This section describes the process DIR will use for Acceptance of Milestone Deliverables.

A thorough Deliverable acceptance process that addresses deficiencies as early as possible to minimize impacts to the Services is critical. DIR will review the Milestone Deliverables throughout the phases of development. The Successful Respondent will solicit input from DIR as

the Milestone Deliverables are developed. The Successful Respondent shall review the expectations in advance so as to obtain acceptance of the final Milestone Deliverable within the Acceptance Review Period. Feedback and suggestions received from DIR will be incorporated into the Milestone Deliverable. The Deliverable acceptance process will comply with **Section 4.5** of the Agreement and the Successful Respondent shall formally document it in the SMM.